

ITEL

Rail Division

Two Embarcadero Center
San Francisco, California 94111
(415) 955-9090
Telex 34234

October 29, 1979

9-3044047

NO.

Date OCT 31 1979

Fee \$ 10.00

The Honorable Agatha L. Mergenovich
Interstate Commerce Commission
Washington, D.C. 20423

RECORDATION NO. 9936-A Filed 1425

OCT 31 1979 - 1 40 PM

ICC Washington, D. C

Dear Madam Secretary:

INTERSTATE COMMERCE COMMISSION

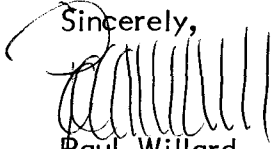
Enclosed for filing with and recording by the Interstate Commerce Commission are the original, three counterparts and two photocopies of Amendment Number 1 including Equipment Schedule No. 7 (dated October 19, 1979) to that certain Lease Agreement dated June 21, 1978, between ITEL Corporation, acting through its Rail Division, Two Embarcadero Center, San Francisco, California, 94111, and American Rail Heritage, Ltd., d/b/a Crab Orchard and Egyptian Railroad.

These documents concern the cars numbered COER 250000-250099, both inclusive. The foregoing Lease Agreement was filed with the Interstate Commerce Commission on December 22, 1978 at 3:55 p.m. and assigned Recordation number 9936.

Also enclosed is our check in the amount of \$10.00, payable to the Interstate Commerce Commission, being the prescribed fee for filing and recording the foregoing document.

Please return all copies of the enclosed that are not required by the Interstate Commerce Commission to David Schwartz, Esq. of Sullivan and Worcester, who will be delivering this letter on our behalf.

Sincerely,


Paul Willard
Senior Counsel

PW/rcs

Enclosures

David M. Schwartz

Countryman

Interstate Commerce Commission
Washington, D.C. 20423

10/31/79

OFFICE OF THE SECRETARY

Paul Willard
Itel Corp, Rail Division
Two Embarcadero Center
San Francisco, Calif. 94111

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 10/31/79 at 1:40pm , and assigned re-recording number(s). 9936-8

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

SE-30
(7/79)

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INTERSTATE COMMERCE COMMISSION

AMENDMENT

AMENDMENT NUMBER 1 dated as of the 21st day of June, 1978 between **ITEL CORPORATION, RAIL INTERMODAL DIVISION**, now doing business as Itel Corporation, Rail Division and **AMERICAN RAIL HERITAGE, LTD., d/b/a CRAB ORCHARD AND EGYPTIAN RAILROAD**.

W I T N E S S E T H:

WHEREAS, Itel Rail and Lessee are parties to a Lease dated as of June 21, 1978 ("the Lease") pursuant to which Itel Rail has delivered various flatcars therein described.

NOW, THEREFORE, in consideration of the premises and mutual agreements herein contained, the parties herein agree to amend the Lease as follows:

1. Whenever reference is made in the Lease to "250 miles", the figure of "190 miles" shall be substituted therefor.
2. With respect to Cars bearing series numbers 250000-250099 on Equipment Schedule No. 7 only, Section 3A is deleted in its entirety and replaced with the following:

"3A. The Cars shall be moved to Lessee's railroad line at no cost to Lessee, Lessee shall confirm in writing to Itel Rail that the specifications of the Cars conforms to the specifications of the equipment agreed to by Lessee. Lessee shall immediately at Itel Rail expense restencil said Cars with the railroad markings of Lessee and with the name and/or other insignia used by Lessee and shall be deemed delivered on the date of such remarking and restencilling. Such name and/or insignia shall comply with all applicable regulations. To insure optimal use of the Cars after the first loading of freight for each Car on the railroad line of Lessee (the "Initial Loading"), Itel Rail agrees to assist Lessee in monitoring Car movements and, when deemed necessary by Lessee and Itel Rail, to issue movement orders with respect to such Cars to other railroad lines in accordance with ICC and AAR interchange agreements and rules."
3. The words "and mileage at 190 miles per day" shall be added to line 9 of Section 3B of the Lease after the words "92 percent".
4. With respect to Cars described on Equipment Schedule No. 7 bearing series numbers 250000-250099 only, Section 4A is deleted in its entirety.
5. Section 6B of the Lease shall be renumbered Section 6B(i) and a new Section 6B(ii) shall be added immediately thereafter as follows:

"6B(ii) If as a result of the above calculation, it is determined that Utilization for any calendar year has fallen below 90 percent and mileage at 190 miles per day per car, Lessee shall, within ten (10) days of receipt of a demand from Itel Rail, remit to Itel Rail by draft or check the difference between the amount of rent received by Itel Rail hereunder and the amount that would have been received if Utilization had equalled respectively the said figures of 90 percent and 190 miles per day per car. Should Lessee fail to make such remittance to Itel Rail within ten (10) days as aforesaid, Itel Rail may at its sole option, and as its sole remedy, and after giving Lessee not less than ten (10) days prior written notice terminate this Agreement as to such Car or Cars as Itel Rail may in its sole discretion select so as to reestablish Utilization at equal to or greater than 90 percent and 190 miles per day per Car."

6. The words "and, subject to the provisions of Section 6B(ii) hereof" shall be added to line 1 of Section 7A of the Lease after the words "this Agreement".
7. All terms defined in the Lease shall have the defined meanings when used in this Amendment.
8. This Amendment shall be effective as of July 1, 1979 and shall apply only to payments subsequent to June 30, 1979.
9. Except as expressly modified by this Amendment, all the terms and provisions of the Lease shall remain in full force and effect.
10. This Amendment may be executed by the parties hereto in any number of counterparts and all the said counterparts taken together shall be deemed and constitute one and the same instrument.

ITEL CORPORATION, RAIL DIVISION

AMERICAN RAIL HERITAGE, LTD.
d/b/a CRAB ORCHARD AND
EGYPTIAN RAILROAD

BY: Carl P. Lyle

BY: Hyman

TITLE: President

TITLE: President

DATE: 10-19-79

DATE: 9-28-79

STATE OF Illinois)
COUNTY OF Williamson)

On this 28 day of Sept, 1979, before me personally appeared Hugh Crane, to me personally known, who being by me duly sworn says that such person is President of American Rail Heritage, that the foregoing Equipment Schedule No. 1 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Gatti Quincy Parker
Notary Public

STATE OF California)
COUNTY OF San Francisco)

On this 19th day of October, 1979, before me personally appeared Carl V. Taylor, to me personally known, who being by me duly sworn says that such person is President of ITEL Corporation, Rail Division, that the foregoing Equipment Schedule No. 7 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Debbie GOR
Notary Public

